

AMENDMENT NO. 2

This Amendment modifies Contract No. 11-87-011B for EMPLOYER-SPONSORED DENTAL INSURANCE BENEFITS by and between the County of Cook, Illinois, herein referred to as "County" and FIRST COMMONWEALTH, INC, A SUBSIDIARY OF THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on January 18, 2012, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide EMPLOYER-SPONSORED DENTAL INSURANCE BENEFITS (hereinafter referred to as the "Services") from December 1, 2011 through November 30, 2013, in an amount of eight million dollars (\$8,000,000.00); and

Whereas, the County and Contractor entered into the Contract for the original Term of December 1, 2011 through November 30, 2013, with two (2) one year renewal options; and

Whereas, Amendment No. 1 to this Contract was approved by the County Board and exercised the first renewal option on December 4, 2013, for a 12-month extension from December 1, 2013 to November 30, 2014 and an increase in the amount of eight million one hundred thousand dollars (\$8,100,000.00); and

Whereas, Amendment No.1 to this Contract, also authorized and memorialized the expenditure of an additional seven million nine hundred thirteen thousand three hundred eighty two dollars and seventy eight cents (\$7,913,382.78) spent during Fiscal Year 2013; and

Whereas, the Contract will expire November 30, 2014, and the agreed upon services are still required; and

Whereas, an extension is desired for the continuation of Services; and

Whereas, the County and Contractor desire to exercise the second renewal option of the Contract by this Amendment No. 2 for the twelve (12) months beginning on December 1, 2014 through November 30, 2015, with an increase in expenditure of an additional nine million sixty-two thousand twenty-three dollars (\$9,062,023.00) required for the continuation of Services;

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is extended for twelve (12) months beginning December 1, 2014 through November 30, 2015.
2. The Contract is increased by nine million sixty-two thousand twenty-three dollars (\$9,062,023.00) for the twelve (12) months beginning December 1, 2014 through

November 30, 2015, so that the Total Contract Amount from the term beginning December 1, 2011 is revised to thirty-three million seventy-five thousand four hundred five dollars and seventy-eight cents (\$33,075,405.78).

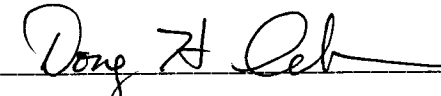
3. Exhibit A of this Amendment is hereby incorporated and made a part of the Schedule of Compensation, Exhibit 2 of the Contract and replaces any prior Schedule of Compensation, Exhibit 2 of the Contract.
4. Exhibit B of this Amendment is hereby incorporated and made a part of the Scope of Services, Exhibit 1, Attachment 2 of the Contract, and replaces any prior Scope of Services, Exhibit 1, Attachment 2 of the Contract.
5. All other terms and conditions remain as stated in the Contract.
6. This Amendment shall be made a material part of the Contract and shall therefore be interpreted consistently with it. Notwithstanding the foregoing, in the event of any inconsistencies, the details of this Amendment shall supersede statements concerning the same subject matter in the contract as amended.
7. In all other respects, the Contract is reaffirmed and ratified.

In witness whereof, the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

County of Cook, Illinois

**First Commonwealth, Inc, Subsidiary of
the Guardian Life Insurance Company of
America**

By: 
Chief Procurement Officer

By: 

By: 
State's Attorney

Type or print name: Dong H. Ahn

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

NOV 19 2014

Title: President & Chief Executive
Officer

Date: 15 January 2015

Date: December 15, 2014

EXHIBIT A
COOK COUNTY
RATE COMPARISON

RENEWAL FOR PLAN YEAR DECEMBER 1, 2014 to NOVEMBER 30, 2015

**DENTAL INSURANCE RATES FULLY INSURED DHMO WITH FIRST
COMMONWEALTH**

	Current Rates	Renewal Rates
SINGLE	\$ 9.77	\$10.01
EE + 1	\$18.19	\$18.64
FAMILY	\$25.45	\$26.09

DENTAL ADMINISTRATIVE SERVICES ONLY PLAN PPO

	Current	Renewal
Expected Claims Cost PEPM	\$50.57	\$50.70
ASO Fee	\$1.75	\$1.75

EXHIBIT B
Service Standards/Guarantees
Cook County

Plan year 12/1/2014 - 11/30/2015
Results measured for period 5/1/2014-4/30/2015

Customer Service/Claims Processing	
• 90% of all fully documented claims processed within 15 days of receipt	Frequency Measured Amount of Penalty
• 97% of claims paid accurately	Annual \$2,000
• Guardian Anytime claim reports will be available on time	Annual \$2,000
	\$200 per late package \$2,000 max per year

Other Customer Service	
• Less than 3% of all DHMO and PPO member calls to Customer Response Unit will be abandoned Annual	\$2,500
• At least 78% of all DHMO and PPO member calls will be answered in 30 seconds or less	Annual \$2,500

Account Management Team – \$ annual	
• Semi Annual Financial Meetings (KAM) (review renewal, mid- year experience review, discuss benefit options)	Twice a year \$1,000/meeting
• Overall Customer Satisfaction with Account Management Team (Sales Office Manager will provide AM survey to Cook prior to end of measurement period. Questions relating to responsiveness, accuracy of information supplied, appreciation of and adherence to deadlines, understanding of the challenges facing the County related to their Dental benefits and about the quality of the interaction and working relationship). An overall score of 4 or better must be attained.	Annual Max at risk is \$3,000

Renewal - \$2,500 annual	
• Sales Office to provide Cook County with renewal by July 15 each year.	

PPO Savings Guarantee 28% PPO savings guaranteed	Annual 10% of ASO fees paid
DRL Savings Guarantee 3.5% savings due to application of Dental Review Logic	Annual 10% of ASO fees paid



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C NO, EXT): 877-945-7378 FAX (A/C NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com INSURER(S) AFFORDING COVERAGE INSURER A: Vigilant Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Guardian Life Insurance Company and its Subsidiaries 7 Hanover Square New York, NY 10004	NAIC# 20397-001

COVERAGES**CERTIFICATE NUMBER:** 22247867**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Error and Omissions			70240101	10/1/2014	10/1/2015	\$10,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



149601

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wells Fargo Insurance Services USA, Inc. 330 Madison Avenue 7th Floor New York, New York 10017	CONTACT NAME: Michael Scott PHONE (A/C, No, Ext): (212) 682-7500 E-MAIL ADDRESS: michael.f.scott@wellsfargo.com FAX (A/C, No):														
INSURED The Guardian Life Insurance Co. of America 7 Hanover Square New York, NY 10004	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td>INSURER B: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER C: Hartford Insurance Company of the Midwest</td><td>37478</td></tr><tr><td>INSURER D: Twin City Fire Insurance Company</td><td>29459</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: ACE American Insurance Company	22667	INSURER C: Hartford Insurance Company of the Midwest	37478	INSURER D: Twin City Fire Insurance Company	29459	INSURER E:		INSURER F:	
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INSURER C: Hartford Insurance Company of the Midwest	37478														
INSURER D: Twin City Fire Insurance Company	29459														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 6983729**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			10UENMG3522	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			10UENMG3523	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			M00580326-2	12/01/2013	12/01/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N			10WBRMG3520	12/01/2013	12/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	10WBRMG3521 Deductible: \$250,000	12/01/2013	12/01/2014	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance for Guardian Life Insurance Company of America, Inc, First Commonwealth, and all subsidiaries.

CERTIFICATE HOLDER**CANCELLATION**Purchasing Agent; County of Cook
Room 1018 County Building; 118 North Clark Street
Chicago IL 60602-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2 page 1)

M/WBE Firm: Risk Management Solutions of America, Inc. Certifying Agency: _____

Address: 309 West Washington Street, Suite 200 Certification Expiration Date: _____

City/State: Chicago, IL Zip 60606 FEIN #: _____

Phone: 312-960-6206 Fax: _____ Contact Person: Bennie Jones

Email: bjones@rmsoa.com Contract #: _____

Participation: [] Direct [☒] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

X [] No [] Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Customer Service Support

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$58,237.20 (est) paid monthly PPO 12/01/14 – 11/30/15

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Signature (M/WBE) [Signature]

Signature (Prime Bidder/Proposer) [Signature]

Print Name Bennie Jones

Print Name Dong H. Ahn
First Commonwealth, Inc.

Firm Name Risk Management Solutions

Firm Name _____

Date 10-20-14 Date 10/23/2014

Subscribed and sworn before me

this 10th day of October, 2014

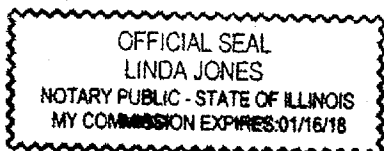
Notary Public [Signature]

Subscribed and sworn before me

this 23 day of October, 2014

Notary Public [Signature]

SEAL



SEAL

SUSANNE MAY MORAHAN
NOTARY PUBLIC Ste of New York
NO. 01M05039312
Qualified in Nassau County
Commission Expires 2/13/2015

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2 page 2)

MWBE Firm: Risk Management and Information Systems, Inc Certifying Agency: _____

Address: 151 North Michigan Ave, Suite 2404 Certification Expiration Date: _____

City/State: Chicago, IL Zip 60601 FEIN #: _____

Phone: 312-819-1065 Fax: 312-819-1078 Contact Person: Celeste D. Watts

Email: celeste_rmis@sbcglobal.net Contract #: _____

Participation: [] Direct [☒] Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

X [] No [] Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Customer Service Support

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$9,706.20 (est) paid monthly PPO - 12/01/14 - 11/30/15

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Signature (M/WBE)

Print Name

Firm Name

Date

Subscribed and sworn before me

this 20 day of October, 2014

Public

Signature (Prime Bidder/Proposer)

Print Name

Firm Name

Date

Subscribed and sworn before me

this 23 day of October, 2014

Notary

Notary Public

SEAL

SEAL

SUSANNE MAY MORAHAN
NOTARY PUBLIC State of New York
NO. 01M05039312
Qualified in Nassau County
Commission Expires 2/13/2017

OFFICIAL SEAL
ISRAEL J PAGAN
Notary Public - State of Illinois
My Commission Expires May 16, 2017

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2 page 1)

M/WBE Firm: Risk Management Solutions of America, Inc Certifying Agency: _____

Address: 309 West Washington Street, Suite 200 Certification Expiration Date: _____

City/State: Chicago, IL Zip 60606 FEIN #: _____

Phone: 312-960-6206 Fax: _____ Contact Person: Bennie Jones

Email: bjones@rmsoa.com Contract #: _____

Participation: [☐] Direct [☒] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

X [] No [] Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Customer Service Support

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$28,450.82 (est) paid monthly DHMO 12/01/14 – 11/30/15

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed

Signature (M/WBE) [Signature]

Signature (Prime Bidder/Proposer) [Signature]

Print Name Bennie Jones

Print Name Dong H. Ahn
First Commonwealth, Inc.

Firm Name Risk Management Solutions

Firm Name _____

10-20-14 Date 10/23/2014

Subscribed and sworn before me

this 20th day of October, 2014

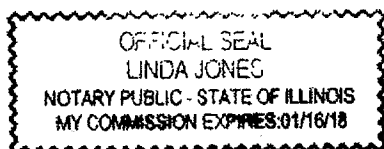
Notary Public [Signature]

Subscribed and sworn before me

this 23 day of October, 2014.

Notary Public [Signature]

SEAL



SEAL

SUSANNE MAY MORAHAN
NOTARY PUBLIC State of New York
NO. 01M05039312
Qualified in Nassau County
Commission Expires 2/13/2015

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2 page 2)

MWBE Firm: Risk Management and Information Systems, Inc. Certifying Agency: _____

Address: 151 North Michigan Ave, Suite 2404 Certification Expiration Date: _____

City/State: Chicago, IL Zip 60601 FEIN #: _____

Phone: 312-819-1065 Fax: 312-819-1078 Contact Person: Celeste D. Watts

Email: celeste_rmis@sbcglobal.net Contract #: _____

Participation: [] Direct [X] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

X [] No [] Yes – Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Customer Service Support

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$4,741.80 (est) paid monthly DHMO 12/01/14 – 11/30/15

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Signature (M/WBE)

Celeste D. Watts

Signature (Prime Bidder/Proposer)

Dong H. Ahn

Print Name

Celeste D. Watts

Print Name

Dong H. Ahn
First Commonwealth, Inc.

Firm Name

Risk Management & Information Systems, Inc.

Firm Name

Date
Date

10/20/2014

10/23/2014

Subscribed and sworn before me

this 20 day of October, 2014

Notary Public

[Signature]

Subscribed and sworn before me

this 23 day of October, 2014

Notary Public

[Signature]

SEAL



SEAL

EDS-31.10.13

SUSANNE MAY MORAHAN
NOTARY PUBLIC State of New York
NO. 01M05039312
Qualified in Nassau County
Commission Expires 2/13/2016

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

None

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- a) Is Bidder a "Local Business" as defined above?

Yes: X No: _____

- b) If yes, list business addresses within Cook County:

550 W. Jackson Blvd., Suite 800

Chicago, IL 60661

- c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. **REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

- b) X The Undersigned owns no real estate in Cook County.

5. **EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

None

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [X] Applicant or [] Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name First Commonwealth, Inc., a wholly owned subsidiary of the Guardian Life Insurance Company of America D/B/A: EIN NO.: 75-2154220

Street Address: **550 W. Jackson Blvd., Suite 800**

City: Chicago State: Illinois Zip Code: 60661

Phone No.: **1-800-933-3136**

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

[] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
The Guardian Life Insurance Company of America		100%
7 Hanover Square		
New York, NY 10004		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

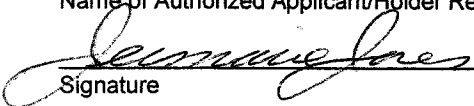
3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Jermaine Jones
Name of Authorized Applicant/Holder Representative (please print or type)


Signature


Jermaine_Jones@glic.com
E-mail address

Controller
Title

10-14-14
Date

212-598-8633
Phone Number

Subscribed to and sworn before me
this 14 day of October, 2014.

x 
Notary Public Signature

My commission expires:

SUSANNE MAY MORAHAN
NOTARY PUBLIC State of New York
NO. 01M05039312
Qualified in Nassau County
Commission Expires 2/13/2015

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employer: Dong Ahn Title: President and CEO
Business Entity Name: First Commonwealth, Inc., a wholly owned subsidiary of the Guardian Life Insurance Company of America Phone: 1-800-933-3136
Business Entity Address: 550 W. Jackson Blvd., Suite 800, Chicago, IL 60661

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employer Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

X There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Dong Ahn _____ 10/15/14
Owner/Employer's Signature Date

Subscribe and sworn before me this 15 Day of October, 2014

a Notary Public in and for New York County

Susanne May Morahan
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires _____

SUSANNE MAY MORAHAN
NOTARY PUBLIC Ste of New York
NO. 01M05039312
Qualified in Nassau County
Commission Expires 2/13/2015

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A CORPORATION
(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: First Commonwealth, Inc., a wholly owned subsidiary of The Guardian Life Insurance Company of America

BUSINESS ADDRESS: 550 W. Jackson Blvd., Suite 800, Chicago, IL 60661

BUSINESS TELEPHONE: 1-800-933-3136 FAX NUMBER: 1-312-279-5156

CONTACT PERSON: _____

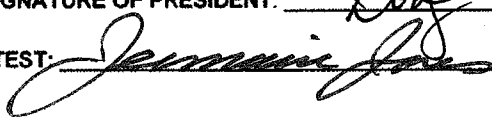
FEIN: 75-2154228 *IL CORPORATE FILE NUMBER: 549 278 78

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Dong Ahn VICE PRESIDENT: Stuart Shaw

SECRETARY: Margherita DiManni TREASURER: Walter Skinner

**SIGNATURE OF PRESIDENT: 

ATTEST:  Controller
(CORPORATE SECRETARY)

Subscribed and sworn to before me this

15th day of October, 2014.

X 
Notary Public Signature

SUSANNE MAY MORAHAN
NOTARY PUBLIC Ste of New York
My commission expires: NO. 01M05039312
Qualified in Nassau County
Commission Expires 2/13/2015
Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

FIRST COMMONWEALTH, INC.

SECRETARY'S CERTIFICATE

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

John Dolan being duly sworn, deposes and says:

That I am an Assistant Secretary of First Commonwealth, Inc. (the "Company"), a corporation duly organized and existing under and by virtue of the Laws of the State of Delaware:

That the following omnibus resolution was adopted by the Board of Directors (the "Board") of the Company at its March 20, 2014 meeting:

"RESOLVED, that the respective officers of First Commonwealth, Inc., (the "Company") are hereby authorized to take or cause to be taken, on behalf of the Company, any and all actions which in their judgment, with the assistance of counsel, may be necessary or desirable for the conduct of the business of the Company, including executing and delivering certificates, instructions, requests or other instruments to third parties and preparing and filing reports and other documents with state and federal regulatory agencies or organizations."

* * * * *

That the following individual is a duly elected, qualified and acting officer of the Company, having the title set forth opposite his name below and that his specimen signature appearing opposite his respective name is his genuine signature:

Name

Title

Signature

Jermaine Jones

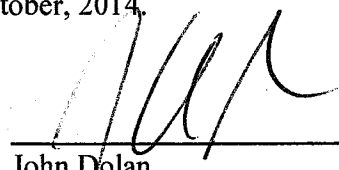
Controller



* * * * *

I, John Dolan, Assistant Secretary of First Commonwealth, Inc., do hereby certify that the foregoing referenced resolution was duly adopted and has not been modified, amended, rescinded or revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of
First Commonwealth, Inc. this 17 day of October, 2014.



John Dolan
Assistant Secretary

SEAL